

***Octane***<sup>®</sup>

**F I T N E S S**

# **PRODUCT WARRANTY**



# OCTANE FITNESS

## LIMITED CONSUMER WARRANTY

**This Limited Consumer Warranty (“Limited Warranty”, “Warranty”) covers only purchases of the products identified herein by consumers (end-users) for household use. Products identified by Octane Fitness, LLC (“Octane Fitness”, “We”, “Us” or “Our”) as consumer products are not intended for commercial use, and any commercial use will void this Limited Warranty. Purchases of products by commercial buyers or purchases of products other than those identified herein are covered by separate warranty terms published by Octane Fitness. Product warranties and purchase terms for purchases made by purchasers outside of the United States and Canada and/or purchases from a third party distributor or sales representative may differ from this Limited Warranty. If you purchased product from a country other than the United States or Canada and/or from a third party distributor or sales representative, please contact the entity from which you purchased your product to determine the product warranty and purchase terms applicable to you.**

**By purchasing this Octane Fitness product, you accept and agree to be legally bound by all of the terms and conditions set forth in this Limited Warranty.**

**Warranty registration:** You must register your product with Octane Fitness. You can register by completing and returning to Octane Fitness the enclosed Warranty Registration Card or register via our web site at [www.octanefitness.com](http://www.octanefitness.com).

**What is covered:** The Octane Fitness consumer model Q35c, Q35x, Q37c, Q37x, Q37ci, Q37xi, Q47c, Q47x, Q47ci, Q47xi, xR3c, xR3ci, xR4c, xR4ci, xR4x, xR6, xR6e, xR6ce, xR6x, xR6xi, ZR7 and/or ZR8 (“product”), intended for home use, is warranted to be free of all defects in material and workmanship for the period(s) of time and subject to the terms in this Limited Warranty. The Octane Fitness commercial models PRO310, PRO370, PRO3700, PRO3700C, PRO3700T, XT3700, PRO4700, PRO4700T, XT4700, xR650, xR5000, xR5000T, xR6000, xR6000T, LX8000, LX8000T, ZR7000, ZR8000, MTX and/or XT-One (“product”), **when purchased for household use**, is warranted to be free of all defects in material and workmanship for the period(s) of time and subject to the terms in this Limited Warranty.

**Who is covered:** The original owner of the product or the person the Warranty has been transferred to under Octane Fitness transferable warranty program.

**What is a transferable warranty:** As the original owner, Octane Fitness allows you to transfer the Warranty of your product to an individual of your choosing who purchases or is given the product. By filling out a warranty transfer card and sending it to Octane Fitness, the warranty will be transferred. A warranty transfer card is available online at [www.octanefitness.com](http://www.octanefitness.com) or by calling customer service at 888.OCTANE4. The transferable Warranty is not valid to or from commercial settings. The Warranty can only be transferred one time. A permitted transfer of the Warranty by you, the original owner, will not extend the Warranty period(s) described in this Limited Warranty beyond the time period(s) measured from your original date of purchase.

**How long the product is covered:** Octane Fitness offers lifetime warranty on the frame of the product. For all covered models listed above, *with the exception of xR3 and xR4 models*, all parts, excluding the detachable Powerbands, are warranted for five (5) years from original date of purchase by the original owner. For xR3 and xR4 models, all parts are warranted for three (3) years from original date of purchase by the original owner. Detachable Powerbands are warranted for ninety (90) days from original date of purchase. Labor is covered for one (1) year from original date of purchase by the original owner.

**DISCLAIMER OF WARRANTIES: THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. EXCEPT AS SET FORTH HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCT AND WE EXCLUDE AND DISCLAIM, TO THE EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING THE MINNESOTA UNIFORM COMMERCIAL CODE, THE UNIFORM COMMERCIAL CODE OF THE STATE IN WHICH YOU RESIDE, THE SALE OF GOODS ACTS AS ENACTED AND/OR EFFECTIVE WITHIN ANY CANADIAN PROVINCE OR TERRITORY, ANY SIMILAR CIVIL OR COMMERCIAL CODE WITHIN YOUR COUNTRY OF RESIDENCE, AND ANY AMENDMENTS TO ANY OF THE FOREGOING FROM TIME TO TIME), ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND/OR CORRESPONDENCE WITH DESCRIPTION.**

**EXCEPTIONS / LIMITATIONS: In no event shall We be liable to You or any third party for special, indirect, incidental or consequential damages of any kind, whether based on contract, tort or any other legal theory. If a court determines that You are entitled to monetary damages in lieu of the remedies provided herein, Our entire liability shall be limited to the amount actually paid by You for the product.**

To the extent permitted by applicable law, the substantive law and the law of remedies of the State of Minnesota, United States of America shall apply to this Warranty, without reference to its principles of conflict of laws. **PURSUANT TO SECTION 6 OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (“CONVENTION”), THE PARTIES HEREBY EXPRESSLY AGREE THAT THE CONVENTION DOES NOT APPLY TO THIS WARRANTY OR THE RELATIONSHIP BETWEEN THE PARTIES.** All disputes regarding this Warranty and/or the product shall be resolved in a state or federal court with competent jurisdiction located in Hennepin County, State of Minnesota, United States of America. The English language version of this Warranty shall at all times govern the relationship between the parties notwithstanding the fact that this Warranty may be translated into a language other than English by any party.

This Warranty does not cover normal or remedial maintenance repairs or damages or defects caused or contributed to by accident, improper use of the product, any cause external to the product or any occurrence beyond Our control. Any product misuse, abuse, placement in any application other than in household use or attempt to alter or repair the product other than by an authorized Octane Fitness® service provider shall void this Warranty.

Any replacement parts provided hereunder are warranted only for the remainder of the applicable Warranty period(s) set forth above. Except as provided above, this Warranty is non-assignable and non-transferable to any third party and any such attempted assignment or transfer shall be null and void. Product failure due to users who weigh in excess of 300 lbs. is not covered. **This Warranty does not extend to products used for commercial applications.** Parts and electronic components reconditioned to As New Condition by Octane Fitness or its vendors may sometimes be supplied as Warranty replacement parts and constitute fulfillment of Warranty terms. Any Warranty replacement parts shall be warranted for the remainder of the original Warranty term(s).

**What you must do:** Retain proof of purchase (such as your sales receipt from retailer); operate, and maintain the product as specified in the Operations Manual; notify your retailer or our Customer Service Department of any defect within ten (10) days after discovery of defect; and as instructed, return any defective part for replacement or, if necessary, the entire product for repair. Octane Fitness reserves the right to determine if the entire machine will be replaced.

**Product Documentation:** It is VERY IMPORTANT THAT ALL USERS READ ALL PRODUCT MANUALS before operating the product. Failure to comply with any use requirements may void this Warranty.

**How to get parts and service:** Simply call the retailer where you purchased the product or the Octane Fitness Customer Service Department at 888.OCTANE4 and tell them your name and address and the serial numbers for your product. **Each product has two serial numbers.** Refer to product documentation for serial number locations. **Please have both serial numbers when you call.**

# OCTANE FITNESS

## LIMITED COMMERCIAL WARRANTY

This Limited Commercial Warranty ("Limited Warranty", "Warranty") covers only purchases of the products identified herein by commercial parties for use in commercial settings. Purchases of products by consumers (end-users) or purchases of products other than those identified herein are covered by separate warranty terms published by Octane Fitness, LLC ("Octane Fitness", "We", "Us" or "Our"). Product warranties and purchase terms for purchases made by purchasers outside of the United States and Canada and/or purchases from a third party distributor or sales representative may differ from this Limited Warranty. If you purchased product from a country other than the United States or Canada and/or from a third party distributor or sales representative, please contact the entity from which you purchased your product to determine the product warranty and purchase terms applicable to you.

**By purchasing this Octane Fitness product, you accept and agree to be legally bound by all of the terms and conditions set forth in this Limited Warranty.**

**Warranty registration:** You must register your product with Octane Fitness. You can register by completing and returning to Octane Fitness the enclosed Warranty Registration Card or register via our web site at [www.octanefitness.com](http://www.octanefitness.com).

**What is covered:** The Octane Fitness commercial model xR650, xR5000, xR5000T, xR6000, xR6000T, PRO370, PRO3700, PRO3700C, PRO3700T, XT3700, PRO4700, PRO4700T, XT4700, LX8000, LX8000T, ZR7000, ZR8000, MTX and/or XT-One (product) is warranted to be free of all defects in material and workmanship for the period(s) of time and subject to the terms in this Limited Warranty.

**Who is covered:** The original owner of the product. The Warranty is nontransferable.

**How long the product is covered:** All parts of the xR650, xR5000, xR5000T, xR6000, xR6000T, PRO370, PRO3700, PRO3700C, PRO3700T, XT3700, PRO4700, PRO4700T, XT4700, LX8000, LX8000T, ZR7000, ZR8000, MTX and/or XT-One, including the Octane Personal Viewing System (if installed) are warranted for three (3) years from original date of purchase by the original owner. Labor is covered for one (1) year from original date of purchase by the original owner. All parts of the PRO310 are warranted for two (2) years from original date of purchase by the original owner. Labor is covered for one (1) year from original date of purchase by the original owner. Warranty for any audio jack (on products so equipped) is 90 days from original date of purchase by the original owner.

**DISCLAIMER OF WARRANTIES: THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. EXCEPT AS SET FORTH HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCT AND WE EXCLUDE AND DISCLAIM, TO THE EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING THE MINNESOTA UNIFORM COMMERCIAL CODE, THE UNIFORM COMMERCIAL CODE OF THE STATE IN WHICH YOU RESIDE, THE SALE OF GOODS ACTS AS ENACTED AND/OR EFFECTIVE WITHIN ANY CANADIAN PROVINCE OR TERRITORY, AND ANY AMENDMENTS TO ANY OF THE FOREGOING FROM TIME TO TIME), ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND/OR CORRESPONDENCE WITH DESCRIPTION.**

**EXCEPTIONS / LIMITATIONS:** In no event shall We be liable to You or any third party for special, indirect, incidental or consequential damages of any kind, whether based on contract, tort or any other legal theory. If a court determines that You are entitled to monetary damages in lieu of the remedies provided herein, Our entire liability shall be limited to the amount actually paid by You for the product.

To the extent permitted by applicable law, the substantive law and the law of remedies of the State of Minnesota, United States of America shall apply to this Warranty, without reference to its principles of conflict of laws. **PURSUANT TO SECTION 6 OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (“CONVENTION”), THE PARTIES HEREBY EXPRESSLY AGREE THAT THE CONVENTION DOES NOT APPLY TO THIS WARRANTY OR THE RELATIONSHIP BETWEEN THE PARTIES.** All disputes regarding this Warranty and/or the product shall be resolved in a state or federal court with competent jurisdiction located in Hennepin County, State of Minnesota, United States of America. The English language version of this Warranty shall at all times govern the relationship between the parties notwithstanding the fact that this Warranty may be translated into a language other than English by any party.

This Warranty does not cover normal or remedial maintenance repairs or damages or defects caused or contributed to by accident, improper use of the product, any cause external to the product or any occurrence beyond Our control. Any product misuse, abuse or attempt to alter or repair the product other than by an authorized Octane Fitness® service provider shall void this Warranty. Any replacement parts provided hereunder are warranted only for the remainder of the applicable Warranty period set forth above. Product failure due to users who weigh in excess of 400 lbs. is not covered (300 lbs. for PRO310 users). Parts and electronic components reconditioned to As New Condition by Octane Fitness or its vendors may sometimes be supplied as Warranty replacement parts and constitute fulfillment of Warranty terms. Any Warranty replacement parts shall be warranted for the remainder of the original Warranty term(s).

**What you must do:** Retain proof of purchase (such as your sales receipt from commercial dealer); operate, and maintain the product as specified in the Operations Manual; notify your commercial dealer or our Customer Service Department of any defect within ten (10) days after discovery of defect; and, as instructed, return any defective part for replacement or, if necessary, the entire product for repair. Octane Fitness reserves the right to determine if the entire machine will be replaced.

**Product Documentation:** It is VERY IMPORTANT THAT ALL STAFF MEMBERS READ ALL PRODUCT MANUALS before operating the product. Failure to comply with any use requirements may void this Warranty.

**How to get parts and service:** Simply call the commercial dealer where you purchased the product or the Octane Fitness Customer Service Department at 888.OCTANE4, ext. 1, and tell them your name and address and the serial numbers for your product. **Each product has two serial numbers.** Refer to product documentation for serial number locations. **Please have both serial numbers when you call.**

LIMITED COMMERCIAL WARRANTY





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